

May 09, 2024
#2456143

To:

Potential Bidders

Tender No. 112/2023 for the Operation of the Tel Aviv Metropolitan LRT Green Line and Purple Line

Addendum No. 18

1. Pursuant to the Invitation to Bid issued on May 31st, 2023 (the "ITB") and in accordance with the provisions thereof, the potential Bidders are hereby informed of the current Addendum to the ITB.
2. The attention of all potential Bidders is drawn to:
 - 2.1. The postponement of the Bid Submission Date, up to **19.06.2024** by no later than 14:00 (Israel standard time). The full schedule for the Tender Process is detailed in **Annex A** below, **including the postponement of the Bid Bond Expiry Date**.
 - 2.2. "track changes" and "final" version of the relevant Tender Documents shall be published in the very next future.
 - 2.3. The clarifications, set forth in the table detailed in **Annex A** attached to this Addendum.
3. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents. Any capitalized words, terms, phrases or abbreviations used or defined specifically in any clause, section, paragraph or article of this document shall have the meaning set forth therein.
4. In the event of any discrepancy, ambiguity or contradiction between any information contained in this Addendum and the requirements of the Tender Documents, including the Invitation to Bid, the provisions of this Addendum shall prevail.
5. This Addendum shall be signed and attached to the Bid, in accordance with the provisions of the ITB, inter alia, Clause 6.8 (Addenda) and Clause 8 (Content of the Bid) thereto.
6. The issuance of this Addendum does not derogate from any of NTA's or the Tender Committee's rights and prerogatives under the Tender Documents or the Law.

NTA – Metropolitan Mass Transit System

Participating Entity Signature Participating Entity Signature Participating Entity Signature

Participating Entity Signature Participating Entity Signature Bidder Signature

Annex A

Clarifications			
Item No.	Q/A	Questions and Answers	Section
1.	Q	The Tender Committee is kindly requested to postpone the submission of the Attachment 5 of Tender Form 7 as a precondition to the execution of the Agreement (as applicable).	Clause 1.7.5 of the ITB and Attachment 5 of Tender Form 7
	A	Denied. Please refer to Item #2 below regarding Tender Process schedule.	
2.		Following several requests of potential Bidders, the schedule for the Tender Process shall be updated as following:	Volume 1, Part I <i>(Invitation to Bid)</i> Clause 1.8

Clarifications					
Item No.	Q/A	Questions and Answers			Section
			Publication of Tender Document	31.05.2023	
			Non-Mandatory Bidders' Conference and Site Visit	17.07.2023	
			Last date for submission of Requests for Clarification by the Bidders	15.02.2024	
			Last date for submission of Requests for Clarification by the Bidders regarding only to Tender Form 6 and Clause 30.11 of the Agreement	04.04.2024	
			Last date for submission of Bidder's Notification	21.02.2024	
			Last Date for Submission of the draft Bid Bond	01.05.2024 30.05.2024	
			Publication of Bid Submission Indices and Bid Submission Exchange Rates	20.05.2024 10.06.2024	
			Bid Submission Date	30.05.2024 19.06.2024 by no later than 14:00.	

Clarifications						
Item No.	Q/A	Questions and Answers				Section
			Bid Bond Expiry Date	29.05.2025 18.06.2025		
3.	Q	Pursuant to the Clause 4.3.3.2 of the ITB, the Tender Committee is kindly requested to approve submission of Financial Statements by the Experienced Operator which are prepared and presented in accordance with the Czech Republic GAAP.				Clause 4.3.2 of the ITB
	A	1. Confirmed, only with respect to the Experienced Operator which is not a Member. 2. For further requests in this regard, please refer to Clause 4.3.3.2 of the ITB, according to which, the relevant Participating Entity shall provide a signed letter by an external auditor.				
4.		Attention is drawn to the following amendments by the Tender Committee: Clauses 3.3, 3.4 and 3.6 of Attachment 5 of Tender Form 7 shall be updated by replacing the current wording with the following: 3.3 The Project Company acknowledges that, until twenty-four (24) months following the date of the				Attachment 5 of Tender Form 7

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		issuance of a Permit to Operate, the Operator shall fully indemnify the Owner and hold the Owner harmless from and against any and all claims and demands of the Project Company (including with respect to any Extension of Time, remuneration, consideration, compensation, additional payment or reimbursement) under or pursuant to (i) clause 83 (Operator Related Relief Events) of the Project Agreement and\or otherwise in connection with or arising from any Operator Related Relief Event(s); and\or (ii) clause 92 (Disruption or Cessation of Operation) of the Project Agreement and\or otherwise in connection with or arising from any Non-Operation Period(s). For the avoidance of doubt, the foregoing is not intended or shall be construed as derogating in any way from the Project Company's or the Owner's rights pursuant to the Project Agreement, nor as derogating from any of the Project Company's or the Owner's obligations and responsibilities pursuant to the Project Agreement or Law. 3.4 The Project Company acknowledges that the Operator waived hereby warrants and declares that any and all claims and/or demands as against the Owner of the Operator, in connection with Clause 12.4 (<i>Delays</i>), and/or Appendix M (<i>Operation Interfaces</i>) and/or Clause 13.8.6 (<i>third Party Delay</i>) and/or Clause 13.9 (<i>Relief Events</i>) of the Operation Agreement; (Operator's Owner - related Waiver). The Project Company further acknowledges that the Operator's Owner - related Waiver shall not apply with respect to the Project Company so that, notwithstanding the said	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Operator's Owner - related Waiver, the Operator is not prohibited and shall, in each case and notwithstanding anything to the contrary in the Operation Agreement and/or in Appendix DD (Operation Interfaces) to the Project Agreement, may pursue any claim it may have against the Project Company. The Project Company hereby warrants and declares that any such dispute (other than KPI-related disputes) shall be resolved exclusively between the Project Company and the Operator without any involvement of the Owner in accordance with Subject to the provisions of clause 33 (Non-KPI Disputes) of Appendix DD (Operation Interfaces) to the Project Agreement, all, without derogating from the Owner's "Entitlements and Prerogatives" (under Clause 33.1.6) to, <i>inter alia</i>, observe any of such dispute or be provided with relevant documents etc., under the Owner's sole discretion. 3.6 The Project Company shall not allow the Operator and/or person or entity on its behalf be involved in any manner whatsoever in any decision and/or action (including hearing, consultations, board meetings and any cooperations) regarding any claims and/or demands (a) initiated and/or contemplated by the Project Company pursuant to clauses 83 (Operator Related Relief Events) of the Project Agreement and/or otherwise in connection with or arising from any Operator Related Relief Event(s); and/or (ii) clause 92 (Disruption or Cessation of Operation) of the Project Agreement and/or otherwise in connection with or arising from any Non-Operation Period(s) or claims (b) initiated against it by the Operator (including pursuant to Clause 12.4	

Clarifications							
Item No.	Q/A	Questions and Answers	Section				
		(Delays), and/or Appendix M (Operation Interfaces) and/or Clause 13.8.6 (Third Party Delay) and/or Clause 13.9 (Relief Events) of the Operation Agreement).					
5.		The table under Clause 1 of Attachment 6 of Tender Form 7 shall be updated as follow: <table><tr><th>Addenda No.</th><th>Date of Publication</th></tr><tr><td>18</td><td>09.05.2024</td></tr></table>	Addenda No.	Date of Publication	18	09.05.2024	Clause 1 of Attachment 6 of Tender Form 7
Addenda No.	Date of Publication						
18	09.05.2024						